

**SERVICE EMPLOYEES
INTERNATIONAL UNION CTW-CLC
LOCAL 521**



Collective Bargaining Agreement

April 25, 2010 to April 4, 2013



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AGREEMENT

This Agreement made and entered into this 30th day of April, 2010, by and between CENTRAL CALIFORNIA LEGAL SERVICES hereinafter referred to as "CCLS" and the SERVICE EMPLOYEES UNION, LOCAL 521, affiliated with the Service Employees International Union, CTW-CLC, hereinafter referred to as the "Union".

ARTICLE 1 - UNION RECOGNITION

CCLS recognizes the Union as the exclusive bargaining representative for all employees whose classifications are as listed in NLRB 32-RC-260, dated April 17, 1978, and 32-RC-403, dated August 11, 1978.

ARTICLE 2 - UNION SECURITY

The Union recognizes its obligation to cooperate with CCLS to assure maximum service of the highest quality and efficiency to the low income residents of Central California, consonant with its responsibility to the employees it represents.

Union Membership: Membership in good standing in the Union not later than the 31st day following the beginning of employment or not later than the 31st day following the effective date of this Agreement, whichever is later, shall be a condition of employment for those duly represented classifications.

Any employee who is unable to join or support a union because of religious conviction or belief shall not be required to support the Union by Union Security provisions of this Agreement. Those provisions will be satisfied if that employee pays the equivalent of dues, initiation fees and special assessments to a charity consistent with his/her religious beliefs, and which is recognized as a charitable institution by the IRS, and which is not a religious or labor organization.

Dues Deduction: CCLS will or will cause to be deducted from an employee's payroll check, the applicable dues and initiation fees as approved by the Union's Executive Board. Such dues shall be remitted to the Union regularly with an itemized statement. The Union shall keep CCLS informed as to the amounts of dues to be deducted. Changes in the Union's membership dues shall be certified to CCLS at least a month in advance of the effective date of such change. Initiation fees will be waived for any employees employed less than three (3) months.

COMMITTEE ON POLITICAL EDUCATION (COPE) CHECK-OFF: The Agency shall allow a payroll deduction from all employees covered by this agreement who want to voluntarily contribute to the Local's Committee on Political Education. The Agency will withhold from any additional union deductions transmitted to the Union a \$0.40 administration fee per each employee's additional union deduction. (Added April 2010)

In satisfying the Union Security provisions, an employee having religious convictions preventing Union membership shall:

- a. Complete dues deduction authorization form(s) and forward them to the Union with a letter stating that she/he is a member of a particular religious group and requesting that deducted monies be sent to a charity named in the letter, in lieu of dues.
- b. Monies deducted for charitable contributions in accordance with this provision shall be equal in amount to the rate of Union dues.
- c. The Union shall forward the deducted money to the charity named in the letter submitted by the employee, and return a receipt for said contribution to the employee.

New Employees: CCLS shall notify each new employee about the employees' Union. CCLS shall provide each new employee with such forms as the Union shall supply to CCLS for the purpose of authorizing deductions by CCLS of monthly dues from the employee's paycheck. Such dues shall be remitted to the Union with regular monthly remittance of all represented employees' dues. CCLS shall also notify the Union of any employee from whom dues and initiation fees have not been collected.

When an employee is delinquent in dues more than thirty (30) days, the Union shall notify CCLS, of the delinquency. CCLS shall terminate an employee when the Union notifies it that the employee is delinquent in dues.

The Union shall indemnify and hold CCLS harmless from and against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by it for the purpose of compliance with any provision of this Article.

ARTICLE 3 - SHOP STEWARDS AND OFFICERS

CCLS shall recognize Shop Stewards and Union Representatives in all matters relating to the provisions of this Agreement. The Union agrees to keep CCLS informed in writing of current shop stewards.

A Shop Steward or Union Field Representative, upon request of an aggrieved employee, may investigate a specified grievance and may assist in its presentation. An aggrieved employee may be assisted in the investigation and presentation of his/her grievance by a Shop Steward, Union Business Representative, or any other person whom the Union authorizes in writing to represent the employee.

Processing of a grievance should be considered as official business and the employee and his/her representative, with prior notification to his/her supervisors, should have reasonable time and facilities allocated to them.

An employee shall have the right to have a Union Representative present at any meeting with supervisors or management representatives when such meeting is disciplinary in nature.

Neither shop stewards nor bargaining unit members shall be discriminated against because of their activities in or on behalf of the Union.

ARTICLE 4 - UNION REPRESENTATIVE

Duly authorized representatives of the Union shall be permitted to enter the CCLS establishment at reasonable intervals during normal working hours for the purpose of observing conditions under which the represented employees of CCLS are working and to investigate grievances. Neither the contents of any client file nor the identity of the client may be revealed to any Union Representative during the course of grievance investigation. Such processing shall not unduly interfere with normal work assignments.

Management Meetings: One union representative shall be allowed to attend management meetings. A management meeting shall be defined as a regularly scheduled meeting or a meeting involving a majority of management personnel.

ARTICLE 5 - BULLETIN BOARD

CCLS will provide a bulletin board which will be accessible to the employees in the bargaining unit.

The Union may post notices of official Union business on the board.

ARTICLE 6 - INDIVIDUAL RIGHTS

CCLS may not require any employee covered by this Agreement to perform work unrelated to the work of CCLS.

CCLS and its employees shall treat each other with dignity and respect at all times.

Neither CCLS nor its employees shall harass or belittle any other employee or any agent, officer or director of CCLS.

ARTICLE 7 - SENIORITY AND LAYOFFS

When foreseeable, and to the extent feasible, any reduction in staff covered by this Agreement shall first be accomplished by attrition. Before any reduction in staff covered by this Agreement, CCLS shall meet with the Union to explain the reasons therefore and if the layoff or attrition is due to lack of funds, financial documentation must be presented explaining the lack of funds. If the layoff or attrition is due to lack of work, CCLS shall make its best efforts to document such lack of work.

Seniority is defined as the length of continuous paid employment and authorized leaves of absence totaling six (6) months or less within any four (4) year period.

When one or more employees performing in the same classification are to be laid off for lack of work, reorganization, or purposes of economy, the order of layoff shall be as follows:

- a. All temporary employees in inverse order of their seniority;
- b. All probationary employees in inverse order of their seniority;
- c. All permanent employees whose most recent evaluation or re-evaluation resulted in an overall rating of "Improvement Needed to Meet Minimum Performance Standards" in inverse order of their seniority. However, if an employee is entitled to a 3 month re-evaluation, the re-evaluation date shall be moved forward so that it may be performed prior to any layoff.
- d. All permanent employees not included in (c) above in the inverse order of their seniority from the staff categories set forth below. Final selection of the staff category or categories, to which the layoff or attrition will apply is within management's discretion.
- e. It is recognized that contractual grant obligations may require CCLS to have employees with specific, unique skills. If an employee with specific unique skills required by such contractual obligations would otherwise be laid off in inverse seniority order, and no other existing employee possesses such skills, that employee will be retained unless the factors in sub paragraph C are applicable.

Staff Categories:

- | | |
|--------------------|---------------------------------------|
| a. Attorney | e. Secretary/Administrative Assistant |
| b. Law Graduate | f. Receptionist/Intake Specialist |
| c. Paralegal | g. Law Clerk |
| d. Legal Secretary | h. Community Worker |

Whenever CCLS creates a new staff category, CCLS shall negotiate with the Union regarding the wages and other terms and conditions of employment applicable to said new staff category.

Notice of Layoff and Recall: The names of employees laid off shall be entered upon a reemployment list in the inverse order that they were laid off. The person ranking highest on the reemployment list for a particular staff category as defined above shall be offered the appointment when a vacancy exists in that staff category. An employee laid off shall be on the reemployment list for a period not to exceed two (2) years.

- a. Employees on a re-employment list may accept a vacancy at a lower rate of pay, for which they are qualified, and retain the right to fill the first vacancy which occurs in the staff category from which they were laid off.
- b. Employees subject to layoff shall be given at least thirty (30) calendar days written notice prior to the effective date of layoff. The Union shall receive concurrent notice.
- c. An employee who voluntarily terminates his/her employment with CCLS thereby forfeits all of his/her accrued seniority.

Merger: Under the conditions of the merger, current employees who came in under the T/KCLS and CCLS merger shall retain their seniority rights. (Revised April 2005)

ARTICLE 8 - PERSONNEL COST REDUCTIONS

In the event personnel cost reductions appear mandated, the Union shall be notified and offered an opportunity to discuss the circumstances requiring such action and potential alternatives.

ARTICLE 9-INTERVIEW-HIRING PROCESS

A standing committee will advise and be part of the interview and hiring process. The committee will consist of an at large bargaining union member who will sit at all interviews and one person from each team. For management positions or other non-union positions, up to four bargaining unit members may participate. CCLS will inform the Union President or designee at the time of posting of the job announcement.

CCLS is committed to the principle of recruiting and selecting employees on the basis of demonstrated and potential ability to perform the functions of the position available with the highest degree of skill and judgment, and in accordance with (1) its equal opportunity statement; (2) its policy to give special consideration to indigent applicants who have been denied the benefit of a formal education, yet are willing and able to learn on the job; and (3) the Legal Services Corporation's regulation with respect to attorney hiring (45 C.F.R. 1616, 41 F.R. 38505-09, 9/10/76).

Every effort will be made to provide employment opportunities for poor persons from the areas and groups served. The recruitment procedures adopted by the agency shall be sufficient to afford the opportunity to all persons interested in employment to apply. Besides the usual recruiting sources, recruitment efforts will be made through agencies and media likely to reach minority group members and women in order to effectuate equal employment opportunity policy.

CCLS will encourage employees to apply for positions within the Organization which represents promotional opportunities.

A copy of all CCLS job announcements and those received by CCLS shall be posted on the bulletin board upon receipt. Interim short term positions due to approved leave of absences need not be posted. (Revised July 2009)

At least two (2) weeks in advance of the filing date for applications to be considered for any newly created job classification, CCLS will give the Union the written job description and state whether it believes the position is within the bargaining unit.

All vacancies for permanent positions covered by this Agreement for which members of the bargaining unit may be eligible shall be posted in each office two (2) weeks prior to the final filing date, and such employees shall be entitled to apply for new and/or vacant positions. In filling bargaining unit job openings, "in house" employees shall be interviewed first, before any outside candidates are interviewed. "In-house" employees are defined as paid employees, permanent, contract, or temporary employees whose contract provides for more than one month's service. Equally qualified employees shall be preferred over outside applicants.

For the purposes of announcing/posting vacancies referred to above, all job announcements for vacancies covered by this Agreement shall include:

- a. Title and location of the position;
- b. Length of the position (temporary or permanent);
- c. Part-time or full-time;
- d. The job description;
- e. The date by which applications must be received.
- f. Whether or not it is a Union position.

Affirmative Action in hiring will be carried out in accordance with the Affirmative Action policy of the Board of Directors of CCLS.

CCLS will not discriminate in the recruitment, selection, or advancement of employees on the basis of race, sex, color, national origin, creed, age, religion, marital status, physical handicap, sexual preference, political affiliation, or on any other basis prohibited by law.

CCLS is a non-political organization and no employment may be offered or awarded in consideration of any political activity.

ARTICLE 10 - TRAINING

All new Employees shall receive orientation. The content of the orientation program shall be determined by CCLS.

When CCLS conducts a group orientation of new bargaining unit Employees, CCLS shall place the Union on the Agenda to make a presentation of up to ten (10) minutes. Management will not be required to leave the session during the Union's presentation.

Within 30 days of the commencement of employment, all new employees shall be evaluated by their supervisor for the purpose of identifying training needs. The supervisor shall prepare an individualized training and work plan for the first year which shall be discussed with the employee. A copy of the training plan shall be executed by the employee and the supervisor and shall be placed in the employee's personnel file.

In conjunction with the employee's annual performance evaluation, the supervisor shall summarize the training received by the employee and shall prepare a training plan for the next year. The training plan shall include an evaluation of the employee's need for additional training as required by the Employee's current position and will also identify training recommended for the purpose of professional growth and development. The employer shall be responsible for providing the employee with training opportunities to address the needs identified in the training plan.

CCLS shall inform all employees of all training opportunities offered by CCLS. CCLS will also inform all employees of training opportunities by outside providers which may benefit employees. The employee may be required to attend any trainings offered by CCLS or outside providers which are identified in the training plan, or at a later date, unless good cause is demonstrated by the employee. An employee will not be required to attend any training at their own expense. If a course addressing the identified training need is not offered by CCLS, CCLS and employee shall endeavor to identify appropriate training opportunities available. A timely request by the employee to attend a training which addresses a need identified in the employee's individualized training plan will not be unreasonably denied.

Costs of approved training shall be borne by CCLS when possible within CCLS' budgeting constraints. CCLS values continued education and life-long learning. Employees who avail themselves to continuing education opportunities may apply to have tuition and/or required materials cost reimbursed upon proof of successful completion of a course. Whether the costs will be such that CCLS will cover should be discussed by the employee with his or her immediate supervisors prior to enrollment. The employee, and not CCLS, is responsible for any individual tax consequences of the reimbursements. (Revised April 2010)

State Bar of California Bar dues and Local County Bar dues shall be paid by CCLS. CCLS will pay an additional \$100 per year, per employee, towards professional organization dues and fees. At the Executive Director's sole discretion, additional amounts can be approved upon request. Denial of a request for additional amounts is not grievable.

Generally trainings fall into two categories: voluntary trainings and required trainings. Voluntary

trainings are trainings, seminars, conferences etc. which staff request to attend and the request is approved by CCLS. Required trainings are trainings in which employees have been directed by management to attend.

For voluntary trainings, staff will be paid for the time actually in the training and for time spent traveling to and from the training up to 7 ½ hours per day. For the purposes of this Article, a day is defined as any day of the week, including Saturday and Sunday. If training or travel goes beyond 7 ½ hours a day the time is not paid. Likewise, comp time will not be accrued for time beyond 7 ½ hours. Before making a training request staff should be aware of whether or not the training will go beyond 7 ½ hours per day. If it does and staff are unwilling to have those hours be uncompensated time then staff should not request the training. (Revised April 2005)

For required trainings staff will be paid for the actual time traveling to and from the training and the time spent in the training for the number of hours actually involved. Overtime and comp time will be figured in accordance with the union contract.

The purpose of this is to keep our trainings within the budget. Common sense is to be used in applying the policy. For example, if attending a training out of town is going to result in half an hour of overtime then obviously it makes sense to do that rather than to travel the day prior to or after the event and incur extra per diem and hotel expenses.

ARTICLE 11 - DISTRIBUTION OF CLERICAL WORKLOADS

Any clerical employee dissatisfied with the distribution of clerical workloads shall have access to the grievance procedure to resolve the dispute. Prior to using the grievance procedure, however, the employee and the Union shall make every effort to resolve the issue with the supervisor. Clerical distribution of workload shall not be subject to arbitration.

ARTICLE 12 - SALARY ADMINISTRATION

When an employee is first hired by CCLS, he/she shall receive the salary adjustment indicated in Step A in the salary schedule pertinent to his/her staff category unless the Director determines that due to the new employee's experience or training, the employee should be paid at a higher step on the scale. Within budgetary limitations, the Executive Director may in his/her discretion, advance the starting salary of any new employee to a step which accounts for the experience of the new employee and is consistent with the salaries of existing employees with comparable experience. Any employee denied credit for experience due to budgetary limitations shall have his/her salary increased to the appropriate level as soon as, in the discretion of the Executive Director, budgetary limitations abate sufficiently. If full recognition is not immediately possible due to budgetary limitations, partial salary adjustment may be granted. It is the intent of this provision to provide full recognition as soon as possible. Job announcements for bargaining unit positions shall include a statement paraphrasing this paragraph.

A newly hired or promoted employee (as defined in Article 13 below) shall advance one step on the salary schedule upon completion of twelve (12) months employment in a staff category. Thereafter, step increases shall be granted annually on the date of hire. (Revised April 2010)

An employee who receives an overall rating of Improvement Needed or Unacceptable on his/her most recent evaluation shall not receive a step increase upon the date eligible. However, such employee shall be re-evaluated in ninety (90) days and if at a time the evaluation is acceptable, the employee will be entitled to a step increase, retroactive to the date upon which he or she first became eligible.

ARTICLE 13 - PROMOTION AND PROBATION

Promotion is the movement from one staff category to another staff category (see Article 7, Seniority and Layoffs). Exceptions to this definition are movement from category b to a. (Revised April 2005)

Probation: Each new or newly promoted employee shall serve a 6 months probationary period.

A written evaluation shall be given at least 30 days prior to the end of the probationary period.

Said written evaluation shall clearly indicate where the employee's performance is satisfactory and acceptable, or where improvement is needed and where it is unacceptable. If no written evaluation is given within the first 5 months the employee shall be considered permanent.

Subject to the provisions of the insurance and retirement plans, a newly hired probationary employee has all rights under this Agreement, including access to the grievance procedure, except for the purpose of challenging a decision not to make said employee permanent.

A promoted probationary employee has all rights under this Agreement including access to the grievance procedure to challenge a decision not to make said employee permanent.

A promoted employee rejected for promotion during the probationary period shall have the right to demote to a vacant staff category for which she/he is qualified.

A promoted employee shall receive a pay increase of not less than 5% effective the first day of his/her promotion.

ARTICLE 14 - EVALUATION

Policy: All employees will be evaluated and a written report made before the completion of their probationary period. Thereafter, an evaluation and written report shall be made annually, or as necessary under the following sections. Evaluations will assess the employee's ability to meet the responsibilities and perform the duties of the job, progress on the agreed upon training and work plan, comment on the employee's cooperativeness, or administrative procedures, and target any problems, training needs, and needs for improvement.

The supervisor shall have the primary responsibility for evaluating staff under his/her supervision.

Any employee who receives a "need improvement" overall rating shall be re-evaluated in three (3) months instead of at the normal (12) month interval.

An employee shall be given notice of an upcoming evaluation one (1) week prior to the evaluation interview. During the evaluation interview, the supervisor shall review all categories of the evaluation with the employee. The employee shall have the opportunity to respond both in writing and orally to the evaluation. The employee shall sign that he/she has reviewed the evaluation and be given a personal copy of it.

In the course of the evaluation, the supervisor must give the employee an overall rating in one of the following categories:

Excellent:	Greatly exceeds expected standards of performance;
Very good:	Exceeds expected standards of performance;
Good:	Meets expected standards of performance;
Improvement Needed:	Needs improvement to meet minimum acceptable standards of performance;
Unacceptable:	Without immediate improvement, Employee is subject to discipline, including termination.

Prior to any changes in evaluation forms, CCLS agrees to forward proposed changes to the Union for review and comment thereon.

Non-Routine Evaluations. An Evaluation of employee's work may be made whenever there is a question of job performance or job conduct.

Right to Appeal Evaluation. Any employee has the right to appeal any factual inaccuracies or any rating of improvement needed or unacceptable by using the grievance procedure.

Employee Response to Evaluation. Any employee's written response to an evaluation shall be placed in the employee's personnel file.

Participation in Evaluations of Supervisory Employees. Each employee shall be given the opportunity to participate in the annual evaluation of his/her supervisor. At the time a supervisor is being evaluated, each person whom she/he supervises will be notified of the evaluation and of his/her opportunity to participate in the evaluation of the supervisor's effectiveness as a supervisor.

ARTICLE 15 - PERSONNEL FILES

1. CCLS shall maintain one set of personnel records for each employee at its Central Office. The personnel records shall be kept in a locked file cabinet.
2. An employee's personnel file shall contain the following information:
 - a. Resume, employment application and letters of reference
 - b. I-9 Forms
 - c. Personnel Action forms
 - d. Internal Revenue Service forms
 - e. Employee benefit forms
 - f. Performance Evaluations
 - g. Disciplinary actions

- h. Other personnel information about which the employee has a reasonable expectation of privacy.
3. The employee shall be given a copy of any document placed in his/her personnel file at the time it is included in the file.
4. Within 15 days of receipt of the above referenced copy, an employee shall have the right to submit a statement concerning any document included in the personnel file and such statement will be included in the personnel file.
5. An employee shall have the right to see his/her personnel file upon request.
6. An employee shall have the right to grieve the inclusion in the personnel file of any document concerning his/her performance or character, except as limited by Article 14 of this Agreement. The grievance may be based on the contents of the document in a timely fashion. If a grievance is sustained on either ground, the remedy is expungement.
7. Management employees of CCLS shall have access to employee personnel files on a need to know basis only. Members of the CCLS' Board of Directors shall have access to employee personnel files only when functioning in a decision-making capacity in the grievance procedure. Union stewards shall have access to the personnel files of employees they represent on a need to know basis, and with the consent of the affected employee, or as otherwise authorized by law.
8. CCLS shall not otherwise release information from the employee's file except under the following conditions:
 - a. The employee grants consent for the release;
 - b. CCLS is under legal process to supply such document; or
 - c. Funding and/or grant conditions require that such access be given.

CCLS shall promptly notify the employee of any requests for information under 8(b) and 8(c) above; however, such notification is not a condition precedent to release. (Revised April 2010)

ARTICLE 16 - TIME AND PAYMENT OF SALARY

Pay periods end on the fifteenth and last day of each month. Employees are paid for time worked during those periods. In the event that either of these days falls on a weekend, holiday or any other day on which the offices are closed, payment will be made on the preceding work day.

Each employee shall maintain a Time Sheet approved in writing by his/her supervisor. The Time Sheet shall reflect all regular and overtime hours worked, all leave time and compensatory time taken, and all tardiness.

Any falsification of time worked shall be considered a serious breach of trust and may result in termination of employment.

The authorized lunch time of one (1) hour shall normally be taken between 11:30 a.m. and 1:30p.m. but may be modified by mutual consent.

Each employee is entitled to take a 15 minute rest period each morning and afternoon. (Revised April 2005)

ARTICLE 17 - OVERTIME

It is the policy of CCLS that all work be accomplished within the normal work week. However, when the provision of quality legal services requires it, each employee may be asked to perform his/her duties during overtime hours.

Overtime Compensation for Employees Subject to the Requirements of FLSA

Overtime for employees subject to the requirements of the Fair Labor Standards Act (FLSA), or equivalent California State Law, must be authorized in advance.

It is the policy of CCLS to authorize supervisors to approve overtime requests for the non-exempt personnel whom they supervise. Overtime may be approved by a supervisor up to a maximum of four hours in one week. An additional limitation must be the number of hours per day or week which an employee can be expected to work and still be effective. Overtime in excess of four hours per week requires the approval of the Executive Director or his/her designee.

CCLS recognizes that on occasion an employee may be unable to seek advance supervisor approval of overtime or comp time. CCLS further recognizes that on occasion tasks for which overtime has been approved may not be able to be completed in the number of hours which are approved in advance. Under either of the above circumstances the employee may use his/her professional judgment to determine if overtime or comp time is necessary. An employee may work up to 2.5 hours of comp time or overtime in a week without prior approval. At the earliest opportunity the employee shall request approval of the overtime worked. CCLS retains the right to request verification of all overtime hours worked. (Revised April 2010)

Overtime work shall be compensated at the rate of time and one-half for actual overtime hours worked.

Non-Exempt Employees:

Premium Compensation Time: From time to time, in lieu of payment of overtime at the applicable rate, time worked beyond 7.5 hours a day or 37.5 hours weekly by non FLSA exempt employees may be compensated at the rate of 1.5 hours of compensatory time off for every hour worked. Time worked beyond 12 hours per day shall be compensated at double time. CCLS shall encourage its supervisors to have employees who have earned "premium compensatory time off" (compensatory time earned at 1.5 hours for every hour worked) to take the time off during the pay period in which the premium compensatory time was earned or the pay period immediately following. In any event, "Premium compensatory" time shall be taken within 30 calendar days of its being earned. Time not taken within 30 calendar days shall be paid as overtime. No employee may work more than 1,040 hours in any period of 26 consecutive weeks without payment of overtime pay at time and one-half, and Management shall have the authority and responsibility to enforce this requirement.

Use of Premium Compensatory Time: An employee who has accrued premium compensatory time may use such time by directing a leave request to his/her supervisor. Compensatory time off must be arranged at a time mutually agreeable to the supervisor and the employee, however, requests for such time off shall not be unreasonably denied.

An employee taking premium compensatory time off must so indicate on his or her Time and Attendance Record for the period during which the time was taken.

Exempt Employees: An attorney is expected to devote whatever time is necessary for the provision of quality legal services. Since attorneys are exempt from the requirements of the FLSA, or equivalent California State law, they may use excess hours worked one day for an absence in some subsequent day within a given period without limitations except the demands of his/her caseload. This is normally expected to offset absences of a portion of a day. An employee shall give the employer notice of his/her intent to use compensation time for periods of less than a full workday.

Use of Compensatory Time: An employee who has accrued compensatory time may use such time by directing a leave request to his/her supervisor. Compensatory time off must be arranged at a time mutually agreeable to the supervisor and the employee, however, requests for such time off shall not be unreasonably denied.

An employee taking compensatory time off must so indicate on his or her Time and Attendance Record for the period during which the time was taken.

Payment will not be made for compensatory time at termination.

Compensatory Time: Compensatory time may be accumulated for time worked beyond 7.5 hours per day or 37.5 hours per week in the performance of regular job responsibilities as well as for time spent in attending job related events which are inherently impossible to attend or participate in during the normal work day. Compensatory time shall accrue on an hour-for-hour basis up to a maximum of seventy-five (75) hours. Compensatory time is regenerative. Employees may carryover up to seventy-five (75) hours of compensatory time from one calendar year to the next.

ARTICLE 18 - EMPLOYMENT CLASSIFICATIONS

Employment classifications and eligibility for employee benefits are determined as follows:

Permanent, Full-Time Employee: A permanent, full-time employee is one who has been hired without a predetermined terminal point of employment, and who works more than thirty (30) hours per week.

Permanent, full-time employees are eligible for all employee benefits outlined in this Agreement.

Permanent, Part-Time Employee: A permanent, part-time employee is one who has been hired without a pre-determined point of employment, who works thirty (30) or fewer hours but twenty (20) or more hours per week.

Permanent, part-time employees are eligible for all benefits outlined in this Agreement. Vacation and sick leave for permanent, part-time employees will be pro-rated for the number of hours worked per month by that employee.

Contractual Employee: A contractual employee, whether full or part-time, is one who has been hired with a pre-determined terminal point of employment.

Contractual employees are eligible for all employee benefits permitted under the grant contract under which they have obtained employment. When applying for non-LSC funding, CCLS will make an effort to supply all employee benefits for contractual employees.

Contractual employees have all employee rights including access to the grievance procedure except for the purpose of appealing the end of their employment at the date stated in the relevant contract.

Temporary Employee: A temporary employee is one, other than a contractual employee, who has been hired with a predetermined terminal point of employment. In no case shall a temporary appointment be for more than six (6) months, except to fill a position of an employee in an extended leave of absence.

Temporary employees are eligible for unemployment insurance, state disability, holidays..

A temporary, full-time employee has all employee rights including access to the grievance procedures except for the purpose of appealing the end of his/her employment at the date stated at the time of his/her hiring.

Hourly Employees: Hourly employees include:

- a. Law clerks, except that if a law clerk has been employed at least six (6) months and has worked at least 480 hours in the preceding six month period, he/she shall become a permanent part-time employee. This provision shall not preclude the hiring of law clerks as permanent full time or permanent part-time employees;
- b. All employees working 19 or fewer hours per week.

Hourly employees are entitled to Workers' Compensation and Unemployment Insurance. Hourly employees have all employee rights including access to the grievance procedures.

Notice of Date of Termination: When an employee is hired by CCLS, he/she shall be informed in writing of the staff category and employment classification in which he/she is hired. If the employee is a contractual employee or a temporary employee, he/she shall be informed in writing of the anticipated ending date of the contract. CCLS is not committed to employ contractual or temporary employees after the ending date stated.

Permanent Employee on Leave: A permanent employee on leave of absence without pay for medical reasons will be eligible to receive group medical, dental and life insurance coverage for the period of the leave. A permanent employee on leave of absence for any other reason will be eligible to receive group dental, medical and life insurance coverage for a period not to exceed six (6)

months. Such employee may continue such coverage beyond the six (6) month period at his/her own expense, subject to the terms of said insurance policies.

Probationary Employee: A probationary employee is one who has not completed his/her probationary period. A newly hired probationary employee has all rights under this Agreement including access to the grievance procedure except for the purpose of challenging a decision not to make said employee permanent. A newly promoted probationary employee has all rights under this Agreement.

Credit for Service on Seniority and Vacation and Sick Leave: A temporary or contractual employee who is subsequently employed in a permanent position of CCLS will be given credit for his/her accrued seniority and vacation and sick leave.

ARTICLE 19 - FRINGE BENEFIT PROGRAMS

CCLS shall provide the fringe benefits plans, to employees covered by this Agreement, as listed:

- a. Medical Insurance;
- b. Dental Insurance;
- c. Vision Insurance;
- d. Long Term Disability;
- e. Life Insurance;
- f. Worker's Compensation;
- g. Unemployment Insurance;
- h. Additional Life Insurance. (Voluntary participation, employee pays premiums through payroll withholdings);
- i. Tax Deferred Annuities (Voluntary participation through payroll withholdings);
- j. Employer paid T.S.A. (5% of employee's salary);
- k. State and County Bar Dues and some professional organization dues;
- l. Dependent health coverage available; CCLS co-pays 2/3 of the premium. (Dependent coverage is available for medical, dental and vision plans only-participation in both plans is not required). (Revised April 2010);
- m. Participation in revolving computer loan fund;
- n. Additional Allstate Accident and Cancer Insurance (voluntary participation, employee pays premiums through payroll withholdings). (Revised April 2010)

Such plans may be changed by CCLS, provided it replaces such plans with substantially equivalent benefits to covered employees. Notwithstanding this, there shall be no changes in benefits for covered employees without prior discussion and approval of the Union.

CCLS shall continue to pay the full premium amount for employees entitled to benefits and two-thirds (2/3) of any extra premium costs for dependents.

If a second health insurance plan is offered, CCLS will pay the above-mentioned percentages for the higher cost plan, and the equal dollar amounts for the lower cost plan.

The bargaining unit shall be given immediate notice of changes in the above benefits proposed by the health insurance provider.

Contributions to the TSA shall be at the discretion of the individual employee. CCLS shall continue, commence, or cease employee contributions as directed by the individual employee.

ARTICLE 20 - HOLIDAYS

The dates listed below shall be considered holidays for all CCLS employees:

1. January 1, New Year's Day
2. Third Monday in January, Martin Luther King, Jr.'s Birthday
3. Third Monday in February, Presidents' Day
4. One-half day Friday before Easter
5. March 31, Cesar Chavez Birthday
6. May 5, Cinco de Mayo
7. Last Monday in May, Memorial Day
8. July 4, Independence Day
9. First Monday in September, Labor Day
10. November 11, Veteran's Day
11. Fourth Thursday in November, Thanksgiving Day
12. Friday after Thanksgiving
13. December 24
14. December 25
15. December 31, New Year's Eve

Compensation for Holidays: When a holiday identified above falls on a Sunday, the following Monday shall be observed as a holiday. When a holiday as identified above falls on a Saturday, the holiday shall be observed on the preceding Friday.

Holidays which fall during an employee's vacation period or when an employee is absent because of illness shall be counted as a holiday and not charged to vacation leave.

ARTICLE 21 – VACATION AND SICK LEAVE (Revised April 2010)

21.1 Vacation Leave

Eligibility and Accrual

Employees do not accrue any vacation leave while on probation. An employee who completes probation will be retroactively granted vacation time in the amount that the employee would have accrued had he or she not been on probation.

Full-time employees shall accrue vacation leave as set forth in the chart below. Permanent part-time employees working more than twenty (20) hours or more per week shall receive prorated vacation leave accruals based on the number of hours worked.

Vacation Leave shall accrue as follows:

Years of Employment	Days per mo/per year	Hrs Accrued Annually
During Probation	0	0
After Probation	Retroactive .9166 days per month of probation	
6 th through 24th month of employment	.9166/month 11/year	82.5
25th through 48th month	1.333/month 16/year	120
49th month on	1.75/month 21/year	157.5

Vacation Leave will be taken at a time mutually convenient to the employer and the employee: No more than 15 consecutive days may be used without the Director's prior written approval. Employees may cash out vacation leave on a one (1) for one (1) basis. Paid holidays will not be included.

Vacation Leave Carryover: An employee may accrue vacation leave not to exceed a total of 275 hours. Once the 275 hour cap is reached no further leave accrues until some of the vacation leave is utilized. Once some of the vacation leave is utilized accrual of leave resumes up to the cap of 275 hours. Vacation leave accrues on the last day of the pay period and is available for use only after it has accrued.

Payment for Vacation Leave upon Termination: An employee who separates from CCLS shall receive a lump sum payment for unused vacation leave, less any unpaid salary advances or outstanding computer loans to which the employee may be subject to.

Advance Vacation Leave: It is the general policy of CCLS not to advance vacation leave. If an employee does not have sufficient vacation leave or compensatory time to cover an absence, his/her pay will be docked as described under Absence not covered by Leave.

Catastrophic Illness: In a case of catastrophic illness or catastrophic injury, employees may transfer up to thirty-seven and one-half (37 ½) hours of accrued vacation leave to other CCLS employees who have exhausted all accrued vacation leave, sick leave and compensatory time. Vacation leave transferred in accordance with this article will be paid out at the wage rate of the contributing employee. A CCLS Bargaining Unit employee with an immediate family member who had been diagnosed with a catastrophic illness may qualify for this benefit on a case-by-case basis through a letter of understanding between CCLS and the employee. SEIU will be provided copies of any such letters.

21.2 Sick Leave

Eligibility and Accrual

Employees shall accrue sick leave at the rate of one day per month. Permanent part-time employees working twenty (20) hours or more per week shall receive prorated sick leave accruals based on the number of hours worked.

Sick leave may be used by an employee for the illness, injury or medical appointment of the employee, his or her spouse, significant other, parents, and employee's dependent children or dependent relative.

Sick Leave Carryover: An employee may accrue sick leave not to exceed a total of 225 hours.

Sick leave does not vest and will not be paid out upon the separation of an employment from CCLS. (Revised April 2010)

ARTICLE 22 - PERSONAL/FAMILY EMERGENCY LEAVE

Employees shall be entitled to three non-regenerative non-cumulative days per calendar year to be used in cases of personal or immediate family emergency. To the extent possible, the employee shall seek prior authorization. CCLS retains the right to request verification of the emergency. If unsatisfactory verification is given, the time off shall become leave without pay. Employees shall be able to utilize this leave provision only when:

- a. They do not have compensatory ,or vacation leave time accrued; or
- b. They have had up to two weeks of time off approved which represents their total accrual of vacation leave and compensatory time.

The intent of section (2) is to prevent employees from having to lose pre-approved vacation time to attend to emergencies.

ARTICLE 23 - BEREAVEMENT LEAVE

Employees shall be entitled to three days Bereavement Leave with pay to be used because of a death or notification of impending death of a member of the immediate family, defined as employee's children (including foster, step or adopted), father, mother, persons assuming the role of mother and father, husband, wife, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchildren, domestic partner, parents and siblings of domestic partner, or other member of household. Additional time for unusual cases may be granted.

At the discretion of the Executive Director, the leave may be extended by three (3) days for out-of-state/country travel or if compelling reasons exist to grant additional time.

An employee may use Bereavement Leave only once per family member as defined above. However, in the event this leave has already been exhausted, the employee may utilize other leave balances upon the death of the relative. This usage will be granted under the same practice as bereavement leave.

ARTICLE 24 - PARENTAL LEAVE

After probationary period, an employee is eligible for parental leave. In order to provide alternatives to satisfy the varying needs of employees at the birth or adoption of a child, the following parent leave options are available:

1. For the employee who does not wish to interrupt employment and desires to continue on full salary throughout the pregnancy: Five (5) additional personal days will be granted which when added to the accrued vacation and sick leave may be utilized;
2. For the female employee who wishes to take time off one month prior and one month subsequent to birth, temporary disability benefits may be available under State Law. An employee who wishes to take advantage of disability benefits may elect to:
 - a. Receive pay for accrued vacation and sick leave immediately upon commencement of the two month leave to a limit of 162.5 hours in order to supplement disability payments; or
 - b. Utilize such accrued leave upon completion of the two month period in order to extend the period of time at home.
3. For the employee who wishes to take a leave of absence and resume work at a later time, leave without pay will be granted for a period of not more than six (6) months with return employment granted in the same job classification and rate of pay in effect at the date of return. Parental leave of absence may be granted only by written letter specifying the term of leave, signed by the Executive Director. Any employee who fails to return to work on the specified day without good cause shall be considered to have resigned without notice.

ARTICLE 25 - JURY AND WITNESS LEAVE

All employees shall receive full compensation as though they were performing their regular duties during such time as they appear in court, administrative hearing or proceeding, or before the Grand Jury as a juror or witness.

A copy of the summons is to be submitted to the supervisor.

Employees shall claim any jury, witness, or other fee other than travel reimbursement to which they may be entitled by reason of such appearance and forthwith pay the same over to CCLS.

ARTICLE 26 - MILITARY LEAVE

An employee with military reserve status may have up to two weeks leave each year for military training upon presentation of his/her orders. Upon submission of the pay certificate from the commanding officer, the employee shall receive the employee's regular salary for the two weeks, less the military pay.

ARTICLE 27 - LEAVE OF ABSENCE

Employees shall be entitled to a leave of absence without pay for a period not to exceed six (6) months in a two (2) year period for the following reasons:

- a. Leave for illness or injury beyond that covered by sick leave, vacation leave or compensation leave for an employee; or for an employee to care for the serious medical condition of a parent, spouse, child, or foster child.

- The Executive Director may require proper proof. Proper proof shall mean certification from
- a. treating physician.
 - b. Education or training which will benefit CCLS.
 - c. Other Compelling personal reasons.

Leave of absence without pay may be authorized only by the Executive Director upon written application. The approval or denial of any leave of absence requested pursuant to this Article 27 is within the discretion of the Executive Director based upon his/her assessment of the hardship the particular absence will pose to the operations of the program.

Employees will not accrue any vacation and sick leave benefits during the leave of absence, and will return at the same class and step as when the leave began. Periods of leave of absence will not count towards the one year period between step increases. An employee will continue to accrue seniority credits during an unpaid leave of absence.

Leave of absence may be extended to one year total under unusual circumstances at the discretion of the Executive Director. Under such circumstances the employee may be required to use all or some of his/her accumulated vacation and leave and compensation time in lieu of absence.

Early return from Leave: Whenever an employee has been granted a leave without pay and desires to return before expiration of such leave, the Executive Director may require that reasonable notice been given.

Return from Illness Leave: Immediately prior to or at the time of return to active duty, an employee who has been on a leave of absence for medical reasons shall submit a statement from a physician certifying his/her physical and/or mental ability to resume the duties of his/her position.

Absence Not Covered By Leave: When an employee is absent from work and does not have sufficient vacation or sick leave, compensatory time or other applicable leave time to cover said absence, his/her pay shall be docked for the time of absence according to the following formula:

$$\frac{\text{Monthly Salary} \times 12}{52 \times 5 \times 7.5} \times \text{Number of Hours Absent}$$

ARTICLE 28 - BILINGUAL SUPPLEMENT

Upon completion of a proficiency test, an employee's salary shall be supplemented for ability in a non-English language as follows:

\$30.00 per month supplement for ability to speak a predominant client language.

\$30.00 per month supplement for ability and availability to translate a predominant client language orally.

\$30.00 per month supplement for ability to write a predominant client language.

\$30.00 per month supplement for ability to speak and write each other work-related language.

\$30.00 per month for any employee who is court certified as an interpreter provided that said employee shall agree that he/she not be available on an on-call basis for volunteer work as an interpreter or for outside employment as an interpreter.

All current and future employees must take and perform satisfactorily on a proficiency test in order to receive any supplement.

ARTICLE 29 - USE OF PRIVATE VEHICLES & TRAVEL REIMBURSEMENT

General Policy: Reimbursement shall be made only for travel incurred on authorized CCLS business.

Each employee who uses his/her private vehicle for CCLS business must maintain liability insurance at the currently required levels of coverage. (Revised April 2005)

Local Travel: Local travel is all travel to destinations not exceeding 100 miles from the employee's place of employment.

Employees will be reimbursed for local travel at the maximum rate per mile allowed by IRS and will be reimbursed for all parking fees, bridge tolls, and other incidentals to travel.

Dated receipts for all parking, bridge tolls, and incidentals are required and should be attached to the local travel voucher at the time of submission.

When an employee goes directly to a court appearance or other appointment from his/her home, at the start of the work day, he/she should count mileage from his or her place of employment to the place of appointment. For example: an attorney who resides in Clovis and who goes directly to Sanger Justice Court from home, should count mileage from the office rather than from Clovis.

After hours travel may be counted from the residence of the employee, whenever an employee has to return for a night meeting. (Revised April 2010)

Procedure Requests for reimbursement for local travel expenses should be submitted, at least monthly, using the local travel voucher. Reimbursement shall be made only for travel incurred on authorized CCLS business. (Revised April 2005).

ARTICLE 30 - OUT-OF-TOWN TRAVEL

Out-of-town travel is all travel to points more than 100 miles from the Employee's point of departure. (revised April 2005)

Prior Approval: All out-of-town travel must have prior approval from CCLS. The prospective traveler should submit a completed "Request and Authorization of Out-of-Town Travel" form, along with back-up information. Out-of-town travel on a commercial airline should be requested thirty (30) days in advance (to get a more favorable fare) or it will not be approved. (revised April 2005)

Arrangements: Upon approval, CCLS will arrange for the payment of airline tickets when appropriate. All airline accommodations are limited to coach class space when available. (Revised April 2005)

If the employee chooses to use his/her private vehicle for transportation he/she will be reimbursed at the maximum rate per mile allowed by IRS. In any instance where the cost of travel by air to the destination, including any ground transportation from the airport, is less than the cost by private vehicle at the per mile rate, the traveler will be reimbursed only the amount of the air fare plus ground transportation.

CCLS will arrange for a travel advance to cover the estimated per diem needs, as indicated on the "Request and Authorization for Out-of-town Travel" form.

Rates: Travelers will be reimbursed for the actual necessary lodging expenses incurred. CCLS will provide per diem for meals per CCLS Policy.

In addition, travelers will be reimbursed for taxi and airport limousine fares, tips, tolls and other miscellaneous expenses that are reasonable and necessary in the conduct of agency business.

The Executive Director or supervisor may authorize reimbursement in excess of the above amounts when circumstances so warrant.

Upon return from the out-of-town travel, the traveler shall complete an "out-of-town travel form," indicating beginning and ending dates and times of travel, itemizing any other travel related expenses, attaching receipts, and deducting the original travel advance. Additional monies due will be reimbursed at that time or the traveler will refund the unused portion of the travel advance.

ARTICLE 31 - GRIEVANCE PROCEDURE

Parties will sit down together, identify, clarify and agree what issues are, state their interests, develop options, and work to arrive at consensus on options which meet the interests.

It is the policy of CCLS that employees should have an opportunity to resolve work related issues between bargaining unit employees and management through a dispute resolution procedure. CCLS employees and the Union recognize a mutual obligation to promote and provide effective and continuous services to the public. Employee morale is an important factor in maintaining a high level of public service and all parties have a responsibility to work to informally resolve problems that may arise from working relationships and conditions. The grievance procedure is a formal process intended to provide an orderly method for processing grievances in the interest of obtaining fair and equitable solutions.

Employee Grievance Procedures

Adjustment of all complaints, disputes, or controversies concerning the interpretation, operation, or application of the Collective Bargaining Agreement, unless specifically excluded, shall be disposed of by grievance by an individual employee, or employees, or by the Union on behalf of all collective bargaining unit employees with the specific consent (communicated by the bargaining unit to the employer) of the bargaining unit, or by the Union with the specific consent (communicated by the employee(s) to the employer) of, and on behalf of, the individual

employee(s) as follows, provided however that the grievance procedure, as set forth below, shall be the exclusive remedy for grievances which can or could have been, brought by an employee or by the Union.

Grievances filed by the Union on behalf of all collective bargaining unit members shall proceed immediately to Step Two. In such case, a written grievance shall be filed with the Executive Director within ten (10) working days after the Union becomes aware of the event giving rise to the grievance.

PROCEDURE:

Every effort should be made by an aggrieved employee to resolve the problem with management. Each employee must recognize his/her responsibility to attempt to resolve disputes regarding his/her employment prior to resorting to grievance procedure. (*For grievances involving proposed suspension or termination also refer to Article 34: SUSPENSION AND TERMINATION*) (Revised July 2009)

STEP 1

An employee who has a grievance shall discuss it with the person who took, or recommended, the challenged action, or in his/her absence, with a person designated by the Executive Director, within ten (10) working days after the employee becomes aware of the event giving rise to the grievance. The supervisor or person designated by the Executive Director shall inform the grievant of his/her decision within five (5) working days of the discussion.

If management determines that a review and an investigation of the grievance is necessary, another grievance conference will be scheduled to take place within ten (10) working days. If an agreement is reached during the second grievance conference, management shall have five (5) working days in which to provide the aggrieved employee with a written documentation of the grievance conferences and agreed solution.

STEP 2

If the grievance is not satisfactorily adjusted within five (5) working days of the discussion in Step One, it shall be reduced to writing within seven (7) working days of the decision in Step One and given to the Executive Director, or in his/her absence, to a person designated by the Executive Director.

The written grievance must be specific and give reference to the article(s) and paragraph(s) of this Agreement being grieved.

The Executive Director, or such person(s) who is not involved in the initial decision, as he/she shall designate, shall render a written decision on the grievance within ten (10) working days from receipt of said grievance, with a statement of the reasons for the decision.

STEP 3

A request for voluntary mediation may be made at any time by either party within fifteen (15) working days from the written decision stated in Step Two. The parties shall attempt to agree upon a mediator within five (5) working days after receipt of Notice of Referral and in the event the parties are unable to agree upon a mediator within said five (5) day period, the parties shall

immediately jointly request a mediator from the Federal/State Mediation and Conciliation Service or such other resources as may be agreed upon and which will agree to provide a mediator at no cost to the parties. Either party shall have the right to reject one (1) mediator offered by Federal/State Mediation and Conciliation Service and to request a second.

The mediation shall be conducted in an informal manner. No evidentiary hearing shall be held, and no witnesses are required.

If the dispute is not successfully resolved by mediation, nothing said in the mediation process shall be admissible in any later proceedings nor shall any offer, proposal or recommendation made by either party or the mediator be binding.

If the parties agree to be bound by the mediator's recommendation, the decision shall be codified and signed by the Employer and the Union.

For matters involving case handler discharge based on job performance, the mediator shall be an attorney.

STEP 4

If the grievance has not been satisfactorily resolved at Steps One, Two, or Three, the Union may submit the dispute to arbitration by filing a written Notice of Intention to submit the dispute to arbitration within twenty (20) working days after the written decision in Step Two, or if using the mediation process after the final decision in Step Three. Disciplinary cases (suspensions and/or terminations) shall be heard by the arbitrator first. (Revised April 2010)

The decision of the arbitrator shall be final and binding on all the parties. Three (3) transcripts of the arbitration shall be prepared: one each for the Employer, the Union and the Arbitrator. The expense of the arbitrator and the three (3) transcripts shall be borne equally by the Union and the Employer.

Each side shall pay its own attorney's fees, representatives, and witnesses.

Method for Choosing an Arbitrator

The parties shall attempt to agree upon an arbitrator within five (5) working days after receipt of Notice of Referral and in the event the parties are unable to agree upon an arbitrator within said five (5) period, the parties shall immediately jointly request from the Federal/State Mediation and Conciliation Service, a panel of five (5) arbitrators. Both the Employer and Union shall have the right to strike two names from the panel. The parties submitting the grievance to arbitration shall strike the first two (2) names, the other party shall then strike two (2) names and the remaining name shall be designated as the arbitrator. Either party shall have the right to strike one (1) entire panel submitted by the Federal/State Mediation and Conciliation Service and to request a second panel. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union.

For matters involving a case handler discharge based on job performance, the arbitrator shall be an attorney.

Power of the Arbitrator

Arbitrators shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. They shall consider and decide only the specific grievance submitted to them in writing by the Employer or the Union, and shall have no authority to make a decision on any other issues not so submitted to them. They shall submit in writing their decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof.

Stay of Adverse Action

Initiation of the grievance procedure does not stay any action taken by the Employer that is the subject in whole, or in part, of the grievance unless the Employer, in its sole discretion, decides that circumstances warrant that the action be stayed.

Timeliness

Grievances, by mutual agreement, may be referred back for further consideration to a prior step or advanced to a higher step in the grievance procedure. Time limits specified in the processing of grievances may be waived by mutual agreement in writing.

Should the grievant or the Union fail to initiate or appeal any grievance within the specified time limits, the grievance shall automatically be resolved on the basis of the Employer's last response. Should the Employer fail to respond within time limits, the grievance shall be resolved in accordance with the relief requested in the grievance. (Revised April 2005)



**Central California Legal Services, Inc.
Grievance Form**

Employee's Name: _____

Job Classification: _____

Identify Office: () Fresno () Merced () Visalia

Applicable Article(s): _____

Provide a narrative which specifically states the manner and to what extent the terms or conditions of the collective bargaining agreement were violated:

State the corrective action, relief or remedy desired:

Date: _____

Signature: _____

ARTICLE 32 - EMPLOYEE WARNINGS

An employee shall be properly warned in writing for just cause, except in case of gross misconduct as defined in Article 34, before any further disciplinary action and a copy of such warning shall be provided to the Union. The employee shall sign a receipt for any written warning, unfavorable written statement, remark or letter which is presented to him/her. Receipt will not constitute agreement; however, failure or refusal to sign receipt will constitute grounds for disciplinary action. The employee shall have ten (10) working days to read and attach written comments to any warning and to any other unfavorable written statement, remark, or letter before it is placed in the employee's personnel file. If the employee is not given such an opportunity, the material may not be used against the employee in any future disciplinary action.

All such disciplinary material shall be removed from the employee's personnel file no later than one (1) year after being issued unless there is a recurrence of the problem or incident which resulted in the issuance.

Upon termination of employment, all warnings will be removed from the employee's file unless they relate directly to the cause of termination.

ARTICLE 33 - RESIGNATION

When an employee decides to resign from CCLS, the employee must prepare a letter of resignation, containing the effective date and reason for leaving. This letter must be submitted to the Executive Director not less than thirty (30) days before the employee intends to leave CCLS.

ARTICLE 34 - SUSPENSION AND TERMINATION

An employee may be suspended without pay or terminated by CCLS management personnel, for just cause, which shall include but not be limited to the following: (Revised April 2005)

- a. Non-Performance of duty;
- b. Failure to discharge duties in a prompt and efficient manner without good cause;
- c. Dishonesty;
- d. Excessive absenteeism;
- e. Violation of Legal Services Corporation Regulations. CCLS shall maintain a current copy of said Regulations and shall make said Regulations available to each employee. Notice of indicating the availability of said Regulations shall be posted in a conspicuous place.

The Supervisor shall notify both the employee concerned and the Executive Director of the suspension or the termination, its cause, its effective date, and, in the case of a suspension, its duration.

Within forty-eight (48) hours of notification, the Executive Director shall either confirm, modify, or overrule the suspension or termination. In the event that the Executive Director confirms or modifies the suspension or termination, he/she shall apprise the employee of his/her right to appeal the suspension or termination to the Grievance Procedure. The suspension or termination shall be in effect at the end of the fifth working day after notification except in cases of gross misconduct in which case it will be effective immediately.

In cases other than that of gross misconduct, the employee has a right to and is encouraged to meet with the Executive Director or his/her designee to discuss the action and to explore possible resolution prior to the proposed effective date of suspension and/ or termination. In the event that this meeting does not take place, or the employee is not satisfied with the outcome of the meeting, the employee still maintains the right to grieve the action pursuant to Article 31. (Revised July 2009)

Examples of gross misconduct include but are not limited to the following:

- a. Theft of money or property belonging to CCLS, CCLS clients or CCLS employees;
- b. Violation of client confidentiality;
- c. Intoxication on the job;
- d. Assault or battery upon CCLS staff or clients;
- e. Knowing conflict of interest with CCLS funding source regulations;
- f. Violations of prohibitions of the LSC Act which are gross and intentional and subject to Section 1618.4(c) of the LSC regulations.

If a suspended employee appeals his/her suspension and prevails at any stage of the Grievance Procedure, she/he shall be entitled to wages with interest at the legal rate for each day that the suspension is deemed to have been inappropriate. If a terminated employee appeals said termination and prevails at any stage of the Grievance Procedure, she/he shall be entitled to be reinstated and paid wages with interest at the legal rate for each day that neither termination nor suspension is deemed to have been appropriate.

In no case shall a suspension be for a period in excess of ten (10) working days. A suspended employee shall be on leave without pay and shall not be allowed to use compensatory time, vacation or sick leave during the period of suspension.

ARTICLE 35 - EQUAL OPPORTUNITY

CCLS shall continue to implement current Equal Opportunity Policies.

ARTICLE 36 - NEPOTISM/CONFLICT OF INTEREST

No employee may be selected or moved to a position that is supervised or reviewed directly by another employee or Board member who is a member of his or her immediate family.

ARTICLE 37 - MANAGEMENT RIGHTS

The Union and its members recognize that the management of CCLS, the establishment of its policies, and the direction of its employees remains ultimately with CCLS, including the rights to hire, promote, assign work, discharge or discipline any employee for just cause, promote efficiency, lay off, recall, transfer or classify employees.

The exercise of all of these rights shall be subject to the terms of this contract.

ARTICLE 38 - NO STRIKE CLAUSE

The parties agree that during the term of this Agreement there will be no strike, lockout, slowdown or work stoppage of any kind for any reason.

ARTICLE 39 - SAFETY

CCLS shall abide by safety standards established by the State Division of Industrial Safety pursuant to the Occupational Safety and Health Act. A joint Labor-Management Safety Committee will meet upon enactment of this Agreement to advise the Executive Director as to safety guidelines and assist him/her in implementing those guidelines. The Director retains final authority and responsibility for setting and enforcing safety guidelines. The Labor/Management Safety Committee shall meet to study and make recommendations, if appropriate, to the Executive Director, concerning the use of video terminals by program staff.

CCLS shall endeavor at all times to provide all offices with up-to-date office equipment and shall respond to requests to accommodate special needs of personnel.

ARTICLE 40 - SAVINGS CLAUSE

If any provision of this Agreement or any application of such provision or circumstance be rules contrary to law by any Federal or State Court or other duly authorized agency, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Both parties shall meet within fifteen (15) days of notification of the affected provision to negotiate and arrive at a mutually satisfactory replacement for the provision found to be contrary to law.

ARTICLE 41 - PROGRAM SURPLUS

If CCLS has surplus funds at the end of either of the two fiscal year dates of the program, management shall consider requests from the bargaining unit as to how such funds are spent. Management reserves the right to make final determinations as to the expenditures.

ARTICLE 42 - SALARY ADVANCES

It is the policy of CCLS to allow employees to receive advances on their salary.

Such advances are granted to an employee only when an unusual or emergency situation exists. An employee is limited to no more than three salary advances in one calendar year.

Requests for salary advances shall be in writing and must be approved by the Executive Director, who shall not unreasonably deny such requests. The salary advances are limited to the value of the employees vacation leave balance.

Salary advances shall be repaid in two equal payments to be deducted from the employee's paycheck. The payments shall be deducted from the two pay periods immediately following the

granting of the salary advance. In unusual circumstances, alternate payment plans may be approved by the Executive Director.

In the event that an employee terminates their employment prior to full repayment of the salary advance, the balance owed to CCLS shall be deducted from any final check due to the employee.

ARTICLE 43 - COMPUTER LOAN FUND

The purpose of the computer loan fund is to enable CCLS staff to purchase computer systems for use at home.

The program will encourage and assist staff in purchasing a computer system since skills learned at home are directly transferable to the office.

The ground rules for the computer loan fund are as follows:

- a. \$10,000 for the fund will be made available by CCLS.
- b. Eligibility for a loan shall be limited to permanent, full-time employees of CCLS.
- c. Everyone interested should submit a memo to the person designated by CCLS stating what they wish to purchase and for how much. The request can cover hardware or up to \$500 of approved software.
- d. After all requests have been received, CCLS will draw the names out of a hat until the entire \$10,000 is allocated. Anyone not picked will be held over until next year for another drawing.
- e. The program will provide loans for the actual cost with a maximum of \$1,500. These loans are to be interest free.
- f. Repayment of the loan will occur by payroll deductions in 24 equal installments (12 months) for staff earning more than \$20,000 per year and 30 equal installments (15 months) for staff under \$20,000 per year.
- g. The persons receiving the loans will be required to sign a note for the loaned amount with the program, including permission for the program to collect any unpaid amounts due from accrued pay or vacation if a person leaves the program before the loan is repaid.
- h. The program will maintain a security interest in the purchased equipment until after the loan is repaid.
- i. The office will not be responsible for the security and/or maintenance of staff-owned computers kept at the office.
- j. It is strongly suggested that all computer systems purchased by staff through the loan fund be IBM compatible, which is the system in use in all offices.

COMPUTER LOAN AGREEMENT

FOR VALUE RECEIVED, _____, promises to pay CCLS the sum of _____ dollars, which represents the total sum advanced to me toward the purchase of the computer items listed blow, which sum shall be repaid at the rate of _____ per pay period, the principal payable in lawful money of the United States, in installments, and at the times hereinafter stated to wit:

Said principal shall be payable by payroll deductions in _____ installments of _____ dollars each, the first of said installments to be paid, in said lawful money, on the _____ day of each and every _____ thereafter, commencing on _____, until _____, the said principal sum shall be fully paid. As each payment is made it shall be applied in full to the principal then due, and each succeeding payment applied in full to the principal until the full amount to the principal is paid.

And I, _____, agree that in any event that should I leave employment with CCLS prior to paying the amount due on this note, the total sum remaining due shall become immediately due and payable, and I authorize said CCLS to deduct the balance due from any sums, credits (including, but not limited to, vacation credits) allowances, salary due to me from said CCLS.

This note is secured by a security interest in the personal computer and peripheral equipment described below:

<i>ITEM</i>	<i>DESCRIPTION</i>	<i>SERIAL NUMBER</i>

Located at: _____

Signed: _____ Date: _____

PROMISSORY INSTALLMENT NOTE - Installments include principal only.

ARTICLE 44 - SCHOOL LOAN REIMBURSEMENT ASSISTANCE PROGRAM

Procedures: CCLS staff persons who are permanent employees may participate in CCLS's School Loan Reimbursement Assistance Program (SLRAP).

SLRAP loans must be a need-based loan taken out specifically to finance an education which enhances job skills or assists in ability to perform current job duties. Private loans from family or friends taken out to finance school education will not be reimbursed. Neither will loans to cover examination expenses or penalty payments on any loan be covered under CCLS's SLRAP.

Staff persons who at the time of initial application for SLARP have student loan debt of \$10,000.00 to \$39,999.99 shall be reimbursed at the amount not to exceed \$200.00 per month. Staff persons with student loan debt of \$40,000.00 or more shall be reimbursed in an amount not to exceed \$300.00 per month. In no event shall any staff person receive this reimbursement for more than fifteen years. (Revised April 2010)

A CCLS staff person who wishes to participate in CCLS's SLRAP shall fill out the attached application with a copy of the school loan attached and shall give it to the Executive Director for approval. After approval it will be forwarded to the Director of Fiscal Services.

Each month the staff person shall fill out a CCLS reimbursement form requesting either \$200.00 or \$300.00 and attach a canceled check for the loan payment or a statement from the creditor stating that a school loan payment has been paid and the amount of the payment. The staff person will receive the reimbursement in the 15th of the month paycheck after receipt of the documentation.

The \$200.00 or \$300.00 is taxable. Taxes will be withheld from the reimbursement.

The staff person must supply any documentation required by the Executive Director or the Director of Fiscal Services to verify the school loan.

APPLICATION

CENTRAL CALIFORNIA LEGAL SERVICES School Loan Reimbursement Assistance Program

I, _____, wish to participate in CCLS's School Loan Reimbursement Assistance program. I have the following outstanding school loans:

<i>Type of Loan</i>	<i>Creditor</i>	<i>Original Amount</i>	<i>Amount Owed</i>

I wish to be reimbursed by CCLS at the rate of _____ per month for loan # _____. (Copy attached) Each month I will fill out a CCLS reimbursement form requesting \$_____ and will attach a canceled check for the payment or a statement from the creditor that I have made the school loan payment, and the amount.

I certify that the attached loan documents are for a legitimate, need-based school loan.

I understand that the \$_____ per month is taxable, that taxes will be withheld.

I understand that the reimbursement will be made on the 15th of the month paycheck following submission of the reimbursement form.

Date: _____

Staff Person

Approved: _____

Executive Director

ARTICLE 45 - FULL UNDERSTANDING

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior existing understanding or Agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

ARTICLE 46 - DURATION OF AGREEMENT

This Agreement shall be effective April 25, 2010, and shall remain in effect until April 4, 2013.

This Agreement shall continue from year to year thereafter provided, however, that the aforesaid parties agree that either party wishing to terminate or amend this Agreement may do so upon written notice to the other party at least ninety (90) days prior to the expiration date of this Agreement. Upon written notice to change or amend this Agreement, the CCLS and the Union will use their best endeavors to reach an Agreement on the issues raised by such notice through conferences between their respective representatives.

EXECUTED THIS 10 day of November, 2010, at Fresno, California




Chris Schneider, Executive
Director Central California
Legal Services, Inc.

11/10/11
DATE



Debbie Macias
Internal Worksite Organizer
SEIU Local 521

DATE 

Gil Olguin


Barbara A. Ronsley



Frank Huerta


Kristine Allison

April 30, 2010
SIDELETTER AGREEMENT
SEIU Local 521 – Central California Legal Services

BONUSES:

1. Effective the first payroll period after ratification of this agreement there will be a \$1,000 gross ratification bonus paid to each member. .
2. In 2011 and 2012 there will be a \$400 end of year bonus paid during the last payroll period of the year. The bonus will go to all bargaining unit members on staff during that payroll period. Employees who have been on staff less than one year will get a pro-tata share of the \$400.00 bonus. **WAGES:**
3. Effective 04/25/11:
 - a. If LSC funding is increased in 2011 by 3% or more above the 2010 rate, there will be a 1.5% across the board salary increase.
 - b. If LSC funding for 2011 is less than 3% over the 2010 funding level, there shall be no across the board salary increases, however, employees will continue to step.
4. Effective 04/25/12:
 - a. If LSC funding is increased in 2012 by 3% or more above the 2011 rate, there will be a 1.5% across the board salary increase.
 - b. If LSC funding for 2012 is less than 3% over the 2011 funding level, there shall be no across the board salary increases, however, employees will continue to step.

ATTORNEY FEE INCENTIVES:

CCLS will determine annual attorney fees collected as of December 31 in each of the years 2010, 2011 and 2012. For fees collected between \$50,000 and \$200,000 each of those years, a gross amount equal to 15% of said fees will be paid as salary bonuses to the bargaining unit workers. The bonuses will be divided equally amongst the bargaining unit workers on staff as of 12/31 of each of the years. The bonuses will be paid during the first payroll period of the subsequent year.



Chris Schneider, Executive
Director Central California
Legal Services, Inc.



Debbie Macias
Internal Worksite Organizer
SEIU Local 521

11/10/11
DATE

10-13-10
DATE

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CENTRAL CALIFORNIA LEGAL SERVICES

2009 Union

CHANGES: Add 1 Step
COLA

2%

MULTIPLIER	WKLY HRS	MTHLY HRS	YRLY HRS	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Attorney	HR	\$24,574.4	\$25,680.2	\$26,835.8	\$28,043.4	\$29,305.4	\$30,624.1	\$32,002.2	\$33,442.3	\$34,947.2	\$36,519.8	\$38,163.0	\$39,887.8
	S/Mo	\$1,996.50	\$2,086.50	\$2,180.50	\$2,278.50	\$2,381.00	\$2,488.00	\$2,600.00	\$2,717.00	\$2,839.50	\$2,967.00	\$3,100.00	\$3,238.00
	MO	\$3,993.00	\$4,173.00	\$4,361.00	\$4,557.00	\$4,762.00	\$4,976.00	\$5,200.00	\$5,434.00	\$5,679.00	\$5,934.00	\$6,200.00	\$6,476.00
	YR	\$47,916.00	\$50,076.00	\$52,332.00	\$54,684.00	\$57,144.00	\$59,712.00	\$62,400.00	\$65,208.00	\$68,148.00	\$71,208.00	\$74,388.00	\$77,688.00
	HR	\$38,163.2	\$39,880.5	\$41,675.1									
	S/Mo	\$3,101.00	\$3,240.50	\$3,386.00									
	MO	\$6,202.00	\$6,481.00	\$6,772.00									
	YR	\$74,424.00	\$77,772.00	\$81,264.00									
Law Grad	HR	\$15,529.4	\$16,228.2	\$16,958.5	\$17,721.6	\$18,519.1							
	S/Mo	\$1,282.00	\$1,318.50	\$1,378.00	\$1,440.00	\$1,504.50							
	MO	\$2,524.00	\$2,637.00	\$2,756.00	\$2,880.00	\$3,009.00							
	YR	\$30,288.00	\$31,644.00	\$33,072.00	\$34,560.00	\$36,108.00							
Paralegal	HR	\$14,307.6	\$14,951.4	\$15,624.2	\$16,327.3	\$17,062.0	\$17,829.8	\$18,632.1	\$19,470.5	\$20,346.7	\$21,262.3	\$22,219.0	\$23,217.5
Community Worker	S/Mo	\$1,162.50	\$1,215.00	\$1,269.50	\$1,326.50	\$1,386.50	\$1,448.50	\$1,514.00	\$1,582.00	\$1,653.00	\$1,727.50	\$1,805.00	\$1,886.00
Law Clerk	MO	\$2,325.00	\$2,430.00	\$2,539.00	\$2,653.00	\$2,773.00	\$2,897.00	\$3,028.00	\$3,164.00	\$3,306.00	\$3,455.00	\$3,606.00	\$3,764.00
	YR	\$27,900.00	\$29,160.00	\$30,468.00	\$31,836.00	\$33,276.00	\$34,764.00	\$36,336.00	\$37,968.00	\$39,672.00	\$41,460.00	\$43,328.00	\$45,264.00
	HR	\$22,219.1	\$23,219.0	\$24,263.9	\$25,356.8	\$26,498.8							
	S/Mo	\$1,805.50	\$1,886.50	\$1,971.50	\$2,060.00	\$2,153.00							
	MO	\$3,611.00	\$3,773.00	\$3,943.00	\$4,120.00	\$4,306.00							
	YR	\$43,332.00	\$45,276.00	\$47,316.00	\$49,440.00	\$51,672.00							
Leg Sec	HR	\$11,488.8	\$12,005.8	\$12,546.1	\$13,110.7	\$13,700.7	\$14,317.2	\$14,961.5	\$15,634.8	\$16,338.4	\$17,073.6	\$17,849.8	\$18,657.6
	S/Mo	\$933.50	\$975.50	\$1,019.50	\$1,065.00	\$1,113.00	\$1,163.50	\$1,215.50	\$1,270.50	\$1,327.50	\$1,387.00	\$1,448.00	\$1,510.00
	MO	\$1,867.00	\$1,951.00	\$2,039.00	\$2,130.00	\$2,226.00	\$2,327.00	\$2,431.00	\$2,541.00	\$2,655.00	\$2,774.00	\$2,898.00	\$3,028.00
	YR	\$22,404.00	\$23,412.00	\$24,468.00	\$25,560.00	\$26,712.00	\$27,924.00	\$29,172.00	\$30,492.00	\$31,860.00	\$33,288.00	\$34,776.00	\$36,324.00
	HR	\$17,841.9	\$18,644.8	\$19,483.8	\$20,360.6	\$21,276.8	\$22,234.3	\$23,234.8					
	S/Mo	\$1,449.50	\$1,515.00	\$1,583.00	\$1,654.50	\$1,728.50	\$1,806.50	\$1,888.00					
	MO	\$2,899.00	\$3,030.00	\$3,166.00	\$3,309.00	\$3,457.00	\$3,613.00	\$3,776.00					
	YR	\$34,788.00	\$36,360.00	\$37,992.00	\$39,708.00	\$41,484.00	\$43,356.00	\$45,312.00					
Secretary/ Admin Assist	HR	\$10,506.0	\$10,978.8	\$11,472.8	\$11,989.1	\$12,528.6	\$13,092.4	\$13,681.6	\$14,297.3	\$14,940.7	\$15,613.0	\$16,314.0	\$17,044.0
	S/Mo	\$853.50	\$892.00	\$932.00	\$974.00	\$1,018.00	\$1,064.00	\$1,111.50	\$1,161.50	\$1,214.00	\$1,268.50	\$1,324.00	\$1,381.00
	MO	\$1,707.00	\$1,784.00	\$1,864.00	\$1,948.00	\$2,036.00	\$2,128.00	\$2,223.00	\$2,323.00	\$2,428.00	\$2,537.00	\$2,648.00	\$2,760.00
	YR	\$20,484.00	\$21,408.00	\$22,368.00	\$23,376.00	\$24,432.00	\$25,536.00	\$26,676.00	\$27,876.00	\$29,136.00	\$30,444.00	\$31,800.00	\$33,204.00
	HR	\$16,315.6	\$17,049.8	\$17,817.0	\$18,618.8	\$19,456.6	\$20,332.1	\$21,247.0					
	S/Mo	\$1,325.50	\$1,385.50	\$1,447.50	\$1,513.00	\$1,581.00	\$1,652.00	\$1,726.50					
	MO	\$2,651.00	\$2,771.00	\$2,895.00	\$3,026.00	\$3,162.00	\$3,304.00	\$3,453.00					
	YR	\$31,812.00	\$33,252.00	\$34,740.00	\$36,312.00	\$37,944.00	\$39,648.00	\$41,436.00					

SENIOR PARALEGAL---MONTHLY/TOP OF THE PARALEGAL SCALE PLUS \$125.00
SENIOR PARALEGAL---YEARLY/TOP OF THE PARALEGAL SCALE PLUS \$1,500.00

CENTRAL CALIFORNIA LEGAL SERVICES

2009 Union

CHANGES: Add 1 Step
COLA

2%

MULTIPLIER	2009	WKLY HRS	MTHLY HRS	YRLY HRS	2008
	1.00	37.5000	127.5000	1530.0000	1.00

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Receptionist/ Intake Specialist	HR \$12,4973 S/Mo \$1,015.50 MO \$2,031.00 YR \$24,372.00	Step 2 \$13,0597 \$1,051.00 \$2,122.00 \$25,464.00	Step 3 \$13,6474 \$1,109.00 \$2,218.00 \$26,616.00	Step 4 \$14,2615 \$1,158.50 \$2,317.00 \$27,804.00	Step 5 \$14,9033 \$1,211.00 \$2,422.00 \$29,064.00	Step 6 \$15,5739 \$1,265.50 \$2,531.00 \$30,372.00	Step 7 \$16,2747 \$1,322.50 \$2,645.00 \$31,740.00	Step 8 \$17,0071 \$1,382.00 \$2,764.00 \$33,168.00	Step 9 \$17,7724 \$1,444.00 \$2,888.00 \$34,656.00	Step 10 \$18,5722 \$1,509.00 \$3,018.00 \$36,216.00
	HR \$19,4079 S/Mo \$1,577.00 MO \$3,154.00 YR \$37,848.00	Step 12 \$20,2813 \$1,646.00 \$3,296.00 \$39,552.00	Step 13 \$21,1940 \$1,722.00 \$3,444.00 \$41,328.00	Step 14 \$22,1477 \$1,799.50 \$3,599.00 \$43,188.00						

SENIOR PARALEGAL---MONTHLY/TOP OF THE PARALEGAL SCALE PLUS \$125.00
SENIOR PARALEGAL---YEARLY/TOP OF THE PARALEGAL SCALE PLUS \$1,500.00

Internal Worksite Organizer: _____

Union Steward: _____

Phone: _____



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